

TRADITIONAL HOLDINGS, LLC

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ARTICLES OF ORGANIZATION

John Y. Brown III
Secretary of State

**ARTICLE I
FORMATION AND POWERS**

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§ 1.1 Name

(a) In General. The name of the Limited Liability Company is: Traditional Holdings, LLC

§ 1.2 Date of Dissolution

(a) In General. The latest date on which the Limited Liability Company is to dissolve is December 30, 2050.

§ 1.3 Purpose

(a) In General. The purpose of the Limited Liability Company is to engage in any lawful act or activity for which a Limited Liability Company may be organized under the laws of Kentucky.

§ 1.4 Initial Registered Office, Initial Business Office and Registered Agent

(a) Name and address. The name and address of the initial registered office is 3141 Warrenwood Wynd, Lexington, KY 40502. The name and mailing address of the initial business office is 3141 Warrenwood Wynd, Lexington, KY 40502. The initial agent for service of process on the Limited Liability Company is Richard A. Westin, 3141 Warrenwood Wynd, Lexington, KY 40502.

§ 1.5 Powers

(a) In General. The Limited Liability Company shall have all the powers of a natural person in carrying out its business activities, including, without limitation, the power to:

(1) Transact its business, carry on its operations, qualify to do business, and have and exercise the powers granted by this title in any state, territory, district, possession, or dependency of the United States, and in any foreign country.

(2) Sue, be sued, complain and defend any action, arbitration, or proceeding, whether judicial, administrative, or otherwise, in its own name.

(3) Adopt, use, and at will alter a company seal; but failure to affix a seal does not affect the validity of any instrument.

(4) Make contracts and guarantees, incur liabilities, act as surety, and borrow money.

(5) Sell, lease, exchange, transfer, convey, mortgage, pledge, and otherwise dispose of all or any part of its property and assets.

(6) Purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, or otherwise deal

in and with any interest in real or personal property, wherever located.

(7) Lend money to and otherwise assist its members and employees.

(8) Issue notes, bonds, and other obligations and secure any of them by mortgage, deed of trust, or security interest of any or all of its assets.

(9) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of and otherwise use and deal in and with stock or other interests in and obligations of any person, or direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality of any of them.

(10) Invest its surplus funds, lend money from time to time in any manner which may be appropriate to enable it to carry on the operations or fulfill the purposes set forth in its Articles of Organization, and take and hold real property and personal property as security for the payment of funds so loaned or invested.

(11) Be a promoter, stockholder, partner, member, manager, associate, or agent of any person.

(12) Indemnify or hold harmless any person.

(13) Purchase and maintain insurance.

(14) Issue, purchase, redeem, receive, take, or otherwise acquire, own, hold, sell, lend, exchange, transfer, or otherwise dispose of, pledge, use, and deal in and with its own bonds, debentures, and other securities.

(15) Pay pensions and establish and carry out pension, profit-sharing, bonus, share purchase, option, savings, thrift, and other retirement, incentive, and benefit plans, trusts, and provisions for all or any of the current or former members, managers, officers, or employees of the Limited Liability Company or any of its subsidiary or affiliated entities; and to indemnify and purchase and maintain insurance on behalf of any fiduciary of such plans, trusts, or provisions.

(16) Make donations, regardless of specific benefit to the Limited Liability Company, to the public welfare or for community, civic, religious, charitable, scientific, literary, educational, or similar purposes.

(17) Make payments or donations or do any other act, not inconsistent with this title or any other applicable law, that furthers the business and affairs of the Limited Liability Company.

(18) Pay compensation, and pay additional compensation, to any or all managers, officers, members, and employees on account of services previously rendered to the Limited Liability Company, whether or not an agreement to pay such compensation was made before such services were rendered.

(19) Insure for its benefit the life of any of its members, managers, officers, or employees, insure the life of any member for the purpose of acquiring at his or her death the interest owned by such member, and continue such insurance after the relationship terminates.

(20) Do every other act not inconsistent with law that is appropriate to promote and attain the purposes set forth in its Articles of Organization.

§ 1.6 Contribution

(a) Initial. The members shall make the following initial contribution to become members:

Kelley Lynch: \$240,000 30-year note.

Leonard Cohen: \$25.

(c) Form. The contributions may be in money, property, services, or other obligation to contribute money or property or to render services.

ARTICLE II

MEMBERSHIP

§ 2.1 In General

(a) Initial. The initial membership of the Limited Liability Company shall be:

Kelley Lynch: 100% of Class B common shares and 99.5% of Class A common shares, costing
- \$235,025 for Class B common shares;
- \$4,975 for Class A common shares

Leonard Cohen: .5% of Class A common shares, for \$25 in cash

§ 2.2 Admission of Members

(a) New Members. The admission of new members to the Limited Liability Company shall be limited as follows: as determined by a majority vote of the then members.

§ 2.3 Promises and Contributions

(a) Excused From Obligation.

(1) A member is not excused from an obligation to the Limited Liability Company to perform any promise to contribute cash or property or to perform services because of death, disability, dissolution, or any other reason except as provided in the Operating Agreement.

(2) If a member does not make the required contribution of property or services, then, at the option of the Limited Liability Company, the Limited Liability Company shall have the following rights after 30 days notice:

(A) The right to specific performance.

§ 2.4 Obligation To Contribute

(a) By Members. The obligation of a member to make a contribution or return money or property

paid or distributed in violation of this section may be compromised only by the unanimous vote of the members.

§ 2.5 Membership Rights

(a) Preemptive rights. There are no preemptive rights.

(b) Voting. Each member who owns Class B shares has two votes; each member with Class A shares has one vote; provided that such voting shall be exercised only in the following instances:

(1) Whenever a matter is put to all of the members for their consideration.

(c) Restrictions on the Limited Liability Company's Right to Issue Future Certificates. The following restrictions upon the Limited Liability Company's right to issue certificate shall apply:

(d) Redemption (Call) by the Limited Liability Company. The Limited Liability Company shall have the following absolute right to redeem Class B common certificate upon the following conditions:

(1) Price. The price for the shares of Class B common shares shall be \$125,000.

(2) The \$240,000 note shall have been paid off in full.

(3) Class B shares can be "put" to the Limited Liability Company after 5 years from the date hereof have elapsed for \$200,000.

§ 2.6 Members' Rights and Obligations

(a) In General. A member may lend money to and transact other business with the Limited Liability Company and, subject to other applicable law, a member has the same rights and obligations with respect thereto as a person who is not a member.

(b) Remuneration. No member is entitled to remuneration for acting in the Limited Liability Company business as a member, subject to the entitlement of managers or members winding up the affairs of the Limited Liability Company to reasonable compensation and the rights of managers to reasonable compensation generally. Officers are entitled to salaries.

§ 2.7 Relations

(a) In General. Except as provided below, relations among members and between the members and the Limited Liability Company are governed by these Articles of Organization and the Operating

Agreement.

(b) Effect. The effect of the provisions of these Articles of Organization may be varied as among the members or as between the members and the Limited Liability Company by the Operating Agreement, except such provisions may not:

(1) Eliminate the right of a member to assert that a provision in the Operating Agreement governing the termination of that member's interest and the return of that member's contribution was unreasonable under the circumstances existing at the time the agreement was made.

(2) Vary the following voting requirements or voting rights.

(3) Provide for an amendment of the Articles of Organization by a vote of less than a majority in interest of the members.

(4) Eliminate the power of members to vote on a dissolution of the Limited Liability Company and on a merger of the Limited Liability Company.

(5) Vary the following rights: Upon the request of a member or a holder of an economic interest, for purposes reasonably related to the interest of that person as a member or a holder of an economic interest, a manager shall promptly deliver to the member or holder of an economic interest, at the expense of the Limited Liability Company, a copy of the information required to be maintained by Kentucky law and any written Operating Agreement of the Limited Liability Company.

§ 2.8 Information

(a) In General. Each member, manager, and holder of an economic interest has the right, upon reasonable request and for purposes reasonably related to the interest of that person as a member, manager, or holder of an economic interest, to each of the following:

(1) To inspect and copy during normal business hours any of the records required to be maintained by Kentucky State law.

(2) To obtain from a manager, promptly after becoming available, a copy of the Limited Liability Company's federal, state, and local income tax or information returns for each year.

§ 2.9 Financial Statements

(a) Annual Report. The manager shall cause an annual report to be sent to each of the members not later than 120 days after the close of the fiscal year. That report shall contain a balance sheet as of the end of the fiscal year and an income statement and statement of changes in financial position for the fiscal year. The balance sheet can be a schedule to a Federal tax return.

(b) Income Statement. Members representing at least 5 percent of the voting interests of members, or three or more members, may make the written request to a manager for an income statement of the Limited Liability Company for the initial three-month, six-month, or nine-month period of the current fiscal year ended more than 30 days prior to the date of the request, and a balance sheet of the Limited Liability Company as of the end of that period. The statement shall be delivered or mailed to the members within 30 days thereafter. The income statement may be a Federal tax form.

§ 2.10 Assignments

(a) In General.

(1) A membership interest or an economic interest is assignable in whole or in part, provided, however, that no membership interest may be assigned without the consent of a majority in interest of the members not transferring their interests, as required pursuant to Kentucky law.

(2) Assignment of Economic Interest.

(A) An assignment of an economic interest does not of itself dissolve the Limited Liability Company.

(B) An assignment of an economic interest does not entitle the assignee to vote or participate in the management and affairs of the Limited Liability Company or to become or exercise any rights of a member, except as set forth in the Operating Agreement.

(3) An assignment of an economic interest merely entitles the assignee to receive, to the extent assigned, the distributions and the allocations of income, gains, losses, deductions, credit, or similar items to which the assignor would be entitled.

(4) Upon the assignment of all or part of an economic interest, the assignor shall provide the manager or member of the Limited Liability Company responsible for maintaining its books and records with the name and address of the assignee, together with details of the interest assigned. Upon receipt of that notice, the Limited Liability Company shall amend the list required by Kentucky law accordingly. Until the assignee of that interest becomes a member, the assignor continues to be a member and to have the power to exercise any rights and powers of a member, including the right to vote which, in the case of a member who has assigned his or her or its entire economic interest in the Limited Liability Company, shall include the right to vote in proportion to the interest in current profits that the assigning member would have, had the assignment not been made.

(b) Assignee Member. Except to the extent assumed by agreement, until an assignee of an economic interest in the Limited Liability Company becomes a member, the assignee shall have no liability to the Limited Liability Company under Kentucky law solely as a result of the assignment. The assignor of a membership interest is not released from liability as a member solely as a result of the assignment.

(c) Change In Membership Interest. The pledge of, or granting of, a security interest, lien, or other encumbrance in or against any or all of the membership interest of a member shall not cause the member to cease to be a member or to grant to anyone else the power to exercise any rights or powers of a member.

§ 2.11 Assignee's Admission As Member

(a) In General. An assignee of an interest in the Limited Liability Company may become a member only if a majority in interest of the other members votes in favor of the assignee's admission to the Limited Liability Company as a member.

(b) Rights. An assignee who has become a member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a member under the Articles of Organization, any Operating Agreement, and this title. An assignee who becomes a member also is liable for the obligations of the assignor to make contributions as provided in Chapter 5 (commencing with Kentucky State Statute § 17200), and to return any unlawful distributions made to the assignee under Chapter 6 (commencing with Kentucky State Statute § 17250) or Chapter 8 (commencing with Kentucky State Statute § 17350). However, the assignee is not obligated for liabilities unknown to the assignee at the time the assignee became a member and that could not be ascertained from the Articles of Organization or Operating Agreement.

(c) Liability. Whether or not an assignee of a membership interest becomes a member, the assignor is not released from the assignor's liability to the Limited Liability Company under Chapter 5 (commencing with Kentucky State Statute § 17200) and Chapter 6 (commencing with Kentucky State Statute § 17250).

§ 2.12 Death or Incompetency of Member

(a) Individual. If a member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the member's person or property, the member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the member's rights for the purpose of settling the member's estate or administering the member's property, including any power the member had under the Articles of Organization or an Operating Agreement to give an assignee the right to become a member.

(b) Corporation. If a member is a corporation, trust, or other, and the company is dissolved or terminated, the powers of that member may be exercised by its legal representative or successor.

ARTICLE III

PROFITS AND LOSSES; ALLOCATION AMONG MEMBERS

§ 3.1 In General

(a) Allocation. The profits and losses of the Limited Liability Company shall be allocated among the members, and among classes of members, in the manner provided herein and in the Operating Agreement. If the Operating Agreement does not otherwise provide, profits and losses shall be allocated in proportion to the capital accounts of each member, subject to the preference granted to Class B common shares. The preference is as follows: Class B common shares shall, before any allocation to Class A, be allocated enough profit required each year to provide Class B common shares with profits sufficient to provide \$24,000 per year to the collective holders of said class, cumulatively, each year until the 18th year, at which time the level shall rise to \$31,250. In the case of a fractional year, a daily prorated portion of such \$24,000 (then \$31,250) shall first shall be allocated to Class B common. Once that preference is discharged all further income shall be allocated to Class B common shares.

MEMBERSHIP

§ 4.1 In General

(a) Method. After formation of the Limited Liability Company, a person may become a member:

(1) In the case of a person acquiring a membership interest directly from the Limited Liability Company, at the following time: upon full payment of the person's initial contribution and when the person becomes a party to the Operating Agreement.

(b) Termination. The Operating Agreement may provide for the termination in whole or in part of the membership interest or economic interest of a member in the Limited Liability Company. If a member's economic interest in the Limited Liability Company is terminated pursuant to the Operating Agreement, the member may demand and shall be entitled to receive a return of that member's contribution. Any provision in an Operating Agreement governing the termination of a member's interest and the return of a member's contribution shall be enforceable in accordance with its terms unless the member seeking to invalidate the provision establishes that the provision was unreasonable under the circumstances existing at the time the agreement was made.

§ 4.2 Rights

(a) In General. The following classes of membership having the following relative rights, powers, and duties are hereby provided for:

§ 4.3 Voting

(a) Voting Rights. Each member can vote.

(b) Voting Basis. Voting by members shall be on a per capita basis, except that each owner of Class B shares gets two votes and each owner of Class A shares gets one vote.

(c) Majority. Notwithstanding any provision to the contrary in the Articles of Organization or Operating Agreement, in no event shall the Articles of Organization be amended by a vote of less than a majority in interest of the members.

(d) Dissolution or Merger. Notwithstanding any provision to the contrary in the Articles of Organization or Operating Agreement, members shall have the right to vote on a dissolution of the Limited Liability Company as provided by law.

§ 4.4 Meetings

(a) Place. Meetings of members may be held at any place, either within or without this state, selected by the person or persons calling the meeting

(b) Call For Meeting. A meeting of the members may be called by any manager or by any member or members representing more than 10 percent of the interests of members for the purpose of addressing any matters on which the members may vote.

(c) Notice.

(1) Whenever members are required or permitted to take any action at a meeting, the written notice of the meeting shall be given not less than 10 days nor more than 60 days before the date of the meeting to each member entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted. No other business may be transacted at this meeting.

(2) Any report or any notice of a members' meeting shall be given either personally or by mail or other means of written communication, addressed to the member at the address of the member appearing on the books of the Limited Liability Company or given by the member to the Limited Liability Company for the purpose of notice, or, if no address appears or is given, at the place where the principal executive office of the Limited Liability Company is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice or report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any notice or report in accordance with the provisions of this article, executed by a manager, shall be prima facie evidence of the giving of the notice or report.

(3) If any notice or report addressed to the member at the address of the member appearing on the books of the Limited Liability Company is returned to the Limited Liability Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the member at that address, all future notices or reports shall be deemed to have been duly given without further mailing if they are available for the member at the principal executive office of the Limited Liability Company for a period of one year from the date of the giving of the notice or report to all other members.

(4) Upon written request to a manager by any person entitled to call a meeting of members, the manager shall immediately cause notice to be given to the members entitled to vote that a meeting will be held at a time requested by the person calling the meeting, not less than 10 days nor more than 60 days after the receipt of the request. If the notice is not given within 20 days after receipt of the request, the person entitled to call the meeting may give the notice or, upon the application of that person, the superior court of the county in which the principal executive office of the Limited Liability Company is located, or if the principal executive office is not in this state, the county in which the Limited Liability Company's address in this state is located, shall summarily order the giving of the notice, after notice to the Limited Liability Company affording it an opportunity to be heard. The court may issue any order as may be appropriate, including, without limitation, an order designating the time and place of the meeting, the record date for determination of members entitled to vote, and the form of notice.

(d) Adjournment. When a members' meeting is adjourned to another time or place, unless the Articles of Organization or the written Operating Agreement otherwise require, and except as provided in this subdivision, notice need not be given of the adjourned meeting if the time and place

thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Limited Liability Company may transact any business that may have been transacted at the original meeting. If the adjournment is for more than 45 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

(e) Attendance. The actions taken at any meeting of members, however called and noticed, and wherever held, have the same validity as if taken at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the members entitled to vote but not present in person or by proxy, signs the written waiver of notice or consents to the holding of the meeting or approves the minutes of the meeting. All waivers, consents, and approvals shall be filed with the Limited Liability Company records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Attendance at a meeting is not a waiver of any right to object to the consideration of matters required by this title to be included in the notice but not so included, if the objection is expressly made at the meeting. Neither the business to be transacted nor the purpose of any meeting of members need be specified in any written waiver of notice.

(f) Participation. Members may participate in a meeting of the Limited Liability Company through the use of conference telephones or similar communications equipment, as long as all members participating in the meeting can hear one another. Participation in a meeting pursuant to this provision constitutes presence in person at that meeting.

(g) Approval of Actions. Any action approved at a meeting, other than by unanimous approval of those entitled to vote, shall be valid only if the general nature of the proposal so approved was stated in the notice of meeting or in any written waiver of notice.

(h) Quorum.

(1) A majority in interest of the members represented in person or by proxy shall constitute a quorum at a meeting of members.

(2) The members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the loss of a quorum, if any action taken after loss of a quorum, other than adjournment, is approved by the following percentage of interests of members: 75%.

(3) In the absence of a quorum, any meeting of members may be adjourned from time to time by the vote of a majority of the interests represented either in person or by proxy, but no other business may be transacted, except as provided in paragraph (h)(2).

(i) Consents.

(1) Any action that may be taken at any meeting of the members may be taken without a meeting

if a consent in writing, setting forth the action so taken, is signed and delivered to the Limited Liability Company within 60 days of the record date for that action by members having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all members entitled to vote thereon were present and voted.

(2) Unless the consents of all members entitled to vote have been solicited in writing: (I) notice of any member approval of an amendment to the Articles of Organization or Operating Agreement, a dissolution of the Limited Liability Company as provided by law.

(3) Any member giving the written consent, or the member's proxy holder, may revoke the consent by a writing received by the Limited Liability Company prior to the time that written consents of members having the minimum number of votes that would be required to authorize the proposed action have been filed with the Limited Liability Company, but may not do so thereafter.

(j) Proxies. The use of proxies in connection with this section will be governed in the same manner as in the case of corporations formed under the General Corporation Law.

(k) Members Entitled To Notices Or To Vote. In order that the Limited Liability Company may determine the members of record entitled to notices of any meeting or to vote, or entitled to receive any distribution or to exercise any rights with respect to any other lawful action, a manager, or members representing more than 10 percent of the interests of members, may fix, in advance, a record date that is not more than 60 days nor less than 10 days prior to the date of the meeting and not more than 60 days prior to any other action. If no record date is fixed:

(1) The record date for determining members entitled to notice of or to vote at a meeting of members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(2) The record date for determining members entitled to give consent to Limited Liability Company action in writing without a meeting shall be the day on which the first written consent is given.

(3) The record date for determining members for any other purpose shall be at the close of business on the day on which the managers adopt the resolution relating thereto, or the 60th day prior to the date of the other action, whichever is later.

(4) The determination of members of record entitled to notice of or entitled to vote at a meeting of members shall apply to any adjournment of the meeting unless a manager or the members who called the meeting fix a new record date for the adjourned meeting, but the manager or the members who called the meeting shall fix a new record date if the meeting is adjourned for more than 45 days from the date set for the original meeting.

ARTICLE V

CERTIFICATES OF INTEREST

§ 5.1 In General

(a) Member or Assignee. The interest of a member or assignee in the Limited Liability Company may be evidenced by a certificate of interest issued by the Limited Liability Company, and other provisions not inconsistent with this title may be made with respect to the transfer of interests represented by those certificates or with respect to the form of those certificates.

(b) Authenticity. The certificate may be signed by a manager or officer of the Limited Liability Company, whose signature may be a facsimile. In case any manager or officer of the Limited Liability Company who has signed or whose facsimile signature has been placed upon a certificate has ceased to be a manager or officer before the certificate is issued, it may be issued by the Limited Liability Company with the same effect as if the person was a manager or officer at the date of issue. If a certificate is worn out or lost, it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by the manager or managers or a resolution of members.

ARTICLE VI

MANAGEMENT

§ 6.1 Amendment

(a) Manager's Responsibility. A manager shall promptly furnish to a member a copy of any amendment to the Articles of Organization or Operating Agreement executed by a manager pursuant to a power of attorney from the member.

§ 6.2 Officers

(a) In General. There shall be:

- (1) A chairperson with the following rights and duties: to preside at meetings.
- (2) A president with the following rights and duties: to be the principal operating official.
- (3) A secretary with the following rights and duties: to record Minutes.

§ 6.3 Duties

(a) In General. An officer must be a member of the Limited Liability Company, and any number of offices may be held by the same person.

§ 6.4 Appointment

(a) In General. Officers, if any, shall be appointed in accordance with the written Operating Agreement or, if no such provision is made in the Operating Agreement, any officers shall be appointed by the managers and shall serve at the pleasure of the managers, subject to the rights, if any, of an officer under any contract of employment.

§ 6.5 Resignation

(a) Of Officer. Any officer may resign at any time upon written notice to the Limited Liability Company without prejudice to the rights, if any, of the Limited Liability Company under any contract to which the officer is a party.

§ 6.3 Appointment

(a) In General. Officers, if any, shall be appointed in accordance with the written Operating Agreement or, if no such provision is made in the Operating Agreement, any officers shall be appointed by the managers and shall serve at the pleasure of the managers, subject to the rights, if any, of an officer under any contract of employment. Upon written notice to the Limited Liability Company, any officer may resign at any time without prejudice to the rights, if any, of the Limited Liability Company under any contract to which the officer is a party.

§ 6.4 Management

(a) Managers. The business and affairs of the Limited Liability Company shall be managed by or under the authority of one or more managers who must be members.

Except as otherwise provided in the Articles of Organization or the Operating Agreement, if the members have appointed more than one manager, decisions of the managers shall be made by majority vote of the managers if at a meeting, or by unanimous written consent.

(1) Election of managers to fill initial positions or vacancies shall be by the affirmative vote of a majority in interest of the members.

(2) Any or all managers may be removed, with or without cause, by the vote of a majority in interest of the members at a meeting called expressly for that purpose. Any removal shall be without prejudice to the rights, if any, of the manager under any contract of employment.

(3) Any manager may resign as a manager at any time upon written notice to the Limited Liability Company, without prejudice to the rights, if any, of the Limited Liability Company under any contract to which the manager is a party.

(4) Unless they have earlier resigned or been removed, managers shall hold office until the expiration of the term for which they were elected or, if no term was provided, until their successors have been elected and qualified.

(b) Qualifications. The number and qualifications of managers are:

The President and Secretary

(c) Names. The names of the manager of the Limited Liability Company is Kelley Lynch (who shall at least initially also act as president, chairperson and secretary.

(d) Management. Management of the Limited Liability Company is vested in a manager or

managers, and therefore:

(1) No member, acting solely in the capacity of a member, is an agent of the Limited Liability Company, nor can any member bind, nor execute any instrument on behalf of, the Limited Liability Company.

(2) Every manager is an agent of the Limited Liability Company for the purpose of its business or affairs, and the act of any manager, including, but not limited to, the execution in the name of the Limited Liability Company of any instrument for apparently carrying on in the usual way the business or affairs of the Limited Liability Company of which the person is the manager, binds the Limited Liability Company, unless the manager so acting has, in fact, no authority to act for the Limited Liability Company in the particular matter, and the person with whom the manager is dealing has actual knowledge of the fact that the manager has no such authority.

(e) Acts. No act of a manager or member in contravention of a restriction on authority shall bind the Limited Liability Company to persons having actual knowledge of the restriction.

(f) Authority. Notwithstanding the provisions of subdivision (e) of this section, and subject to law, any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between any Limited Liability Company and any other person, when signed by at least one managers, is not invalidated as to the Limited Liability Company by any lack of authority of the signing managers or manager in the absence of actual knowledge on the part of the other person that the signing managers or manager had no authority to execute the same.

§ 6.5 Liability

(a) Liability of Manager or Officer. No person who is a manager or officer or both a manager and officer of a Limited Liability Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Limited Liability Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a manager or officer or both a manager and officer of the Limited Liability Company.

ARTICLE VII

DEALING WITH THIRD PARTIES

§ 7.1 Authority

(a) Authority of Officer. Subject to the provisions of law, any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between any Limited Liability Company and any other person, when signed by the chairperson of the board, the president or any vice president and any secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of the Limited Liability Company, is not invalidated as to the Limited Liability Company

by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same.

ARTICLE VIII

INDEMNIFICATION

§ 8.1 In General

(a) Indemnification of Individuals. Except for a breach of the duty set forth in Kentucky State Statutes § 17153, the Limited Liability Company shall indemnify any person, including, without limitation, any manager, member, officer, employee, or agent of the Limited Liability Company, against judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of acting in that capacity.

§ 8.2 Insurance

(a) Insurance Purchased by Limited Liability Company. The Limited Liability Company shall have power to purchase and maintain insurance on behalf of any manager, member, officer, employee, or agent of the Limited Liability Company against any liability asserted against or incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee, or agent of the Limited Liability Company.

ARTICLE IX

DISTRIBUTIONS

§ 9.1 In General

(a) To Members. Distributions of the money or property (which shall be by value) of the Limited Liability Company shall be made to the members and to any classes of members in the manner provided in the Operating Agreement, provided that distributions shall be made in proportion to the allocation of profits, always subject to the priority, described above, to Class B common shares up to \$24,000/year for the first 17 years, and thereafter \$31,250. The intention of this arrangement is that the Class B common shares shall be allocated cash to the extent possible, and as quickly as possible, to match the allocation of profits to such shares, and that if in the opinion of the Manager(s) at the time, there is sufficient cash, also from general capital.

Subject to law, at the time a member becomes entitled to receive a distribution, the member has the status of, and is entitled to all remedies available to, a creditor of the Limited Liability Company with respect to the distribution. An Operating Agreement may provide for the establishment of a record date with respect to the sharing of profits and distributions from the Limited Liability Company, subject to the right of the holders of Class B to "put" their shares.

§ 9.2 Events Allowing Distribution

(a) Withdrawal or Dissolution. Except as provided in applicable law, a member is entitled to receive distributions from the Limited Liability Company before the withdrawal of that member from the company and before the dissolution and winding up of the company, subject to the limitations contained in Kentucky law, to the extent and at the times or upon the happening of the events specified in the Operating Agreement.

ARTICLE X

WITHDRAWALS; RESIGNATIONS; RETIREMENTS

§ 10.1 In General

(a) By Member.

(1) A member may withdraw, resign, or retire from the Limited Liability Company at the time or upon the happening of events specified in the Operating Agreement; otherwise, the member shall not have the right to withdraw, resign, or retire as a member of the Limited Liability Company. Notwithstanding any restriction upon the right of a member to withdraw, resign, or retire, a member may withdraw from the Limited Liability Company at any time by giving written notice to the other members.

(2) However the withdrawn member shall not be entitled to payment for the member's interest in the Limited Liability Company, and, beginning on the date of the withdrawal, the withdrawn member shall have only the right of a holder of an economic interest with respect to that withdrawn member's interest in the Limited Liability Company, and then only with respect to distributions, if any, to which a holder of an economic interest is entitled under the Operating Agreement of the Limited Liability Company, and the withdrawn member shall no longer be a member of the Limited Liability Company.

(3) If the withdrawal, resignation, or retirement is in violation of the Operating Agreement, the Limited Liability Company shall have the right to offset any damages for the breach of the Operating Agreement from the amounts, if any, otherwise distributable to the withdrawn member with respect to the withdrawn member's economic interest in the Limited Liability Company.

(b) List. Upon the withdrawal of a member, the list required to be kept pursuant Kentucky law shall be amended accordingly.

§ 10.2 Distributions

(a) Form. A member, regardless of the nature of the member's contribution, has no right to demand and receive any distribution from the Limited Liability Company in any form other than money.

(b) Proportionate Distribution. No member may be compelled to accept from the Limited

Liability Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other members.

(c) Distribution of Asset. Except upon a dissolution and winding up of the Limited Liability Company, no member may be compelled to accept a distribution of any asset in kind.

§ 10.3 Conditions

(a) Obligations of Limited Liability Company. No distribution shall be made if, after giving effect to the distribution, either of the following occurs:

(1) The Limited Liability Company would not be able to pay its debts as they become due in the usual course of business; or

(2) The Limited Liability Company's total assets would be less than the sum of its total liabilities plus, unless the Operating Agreement provides otherwise, the amount that would be needed, if the Limited Liability Company was to be dissolved at the time of the distribution, to satisfy the preferential rights of other members upon dissolution that are superior to the rights of the member receiving the distribution.

(b) Prohibitions. The Limited Liability Company may base a determination by the manager or managers (if there is more than one manager) that a distribution is not prohibited under subdivision (a) on any of the following:

(1) Financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances;

(2) A fair valuation; or

(3) Any other method that is reasonable under the circumstances. Any such judgement is final and cannot be the subject of an objection by any other member or manager

(c) Date of Distribution. Except as provided in subdivision (e), the effect of a distribution under subdivision (a) is measured as of (i) the date the distribution is authorized if the payment occurs within 120 days after the date of authorization, or (ii) the date payment is made if it occurs more than 120 days after the date of authorization.

(d) Indebtedness.

(1) If terms of the indebtedness provide that payment of principal and interest is to be made only if, and to the extent that, payment of a distribution to members could then be made under this section, indebtedness of the Limited Liability Company, including indebtedness issued as a distribution, is not a liability for purposes of determinations made under subdivision (b).

(2) If the indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness is treated as a distribution, the effect of which is measured on the date the payment is actually made.

(e) Obligation of Member. A member or assignee of a member is obligated to return a distribution from the Limited Liability Company to the extent that:

(1) The member or assignee had actual knowledge of facts indicating the impropriety of the distribution; and

(2) Immediately after giving effect to the distribution, all liabilities of the Limited Liability Company, other than liabilities to members or assignees on account of their interest in the Limited Liability Company and liabilities as to which recourse of creditors is limited to specified property of the Limited Liability Company, exceed the fair market value of the Limited Liability Company's assets, provided that the fair market value of any property that is subject to a liability as to which recourse of creditors is so limited shall be included in the Limited Liability Company assets only to the extent that the fair market value of the property exceeds this liability.

(f) Limitation. A cause of action with respect to an obligation to return a distribution pursuant to subdivision (e) is extinguished unless the action is brought within four years after the distribution is made.

§ 10.4 Liability

(a) For Distribution. A member or manager who votes for a distribution in violation of the Operating Agreement or Kentucky law is personally liable to the Limited Liability Company for the amount of the distribution that exceeds what could have been distributed without violating Kentucky law or the Operating Agreement if it is established that the member or manager did not act in compliance with Kentucky law.

(b) Unlawful Distribution. Each member or manager held liable under subdivision (a) for an unlawful distribution is entitled to compel contribution:

(1) From each other member or manager who could be held liable under subdivision (a) for the unlawful distribution.

(2) From each member for the amount the member received with knowledge of facts indicating that the distribution was made in violation of Kentucky law or the Operating Agreement.

(c) Limitation. A proceeding under this section is barred unless it is commenced within four years after the date on which the effect of the distribution is measured under Kentucky law.

ARTICLE XI

DISSOLUTION AND WINDING UP OF COMPANY AFFAIRS; CONDITIONS

§ 11.1 In General

(a) Conditions. The Limited Liability Company shall be dissolved and its affairs shall be wound up upon the occurrence of the first to occur of the following:

(1) At the following time December 30, 2050.

(2) As specified in the written Operating Agreement.

(3) By the vote of a majority of the members.

(4) Upon the death, bankruptcy, retirement, resignation, expulsion, or dissolution of any member who is a manager (in the case of the Limited Liability Company managed by one or more managers who are members), or any member (in the case of the Limited Liability Company managed by its members or by one or more managers who are not members), unless the business of the Limited Liability Company is continued by a vote of a majority in interest of the remaining members within 90 days of the happening of the event.

(5) Entry of a decree of judicial dissolution pursuant to Kentucky law.

§ 11.2 Distributions After Winding Up

(a) Among Members. After determining that all the known debts and liabilities of the Limited Liability Company in the process of winding up, including, without limitation, debts and liabilities to members who are creditors of the Limited Liability Company, have been paid or adequately provided for, the remaining assets shall be distributed among the members according to their respective rights and preferences as follows:

- (1) To members in satisfaction of liabilities for distributions pursuant to Kentucky law.
- (2) To members of the Limited Liability Company for the return of their contributions.
- (3) To members in the proportions in which those members share in distributions.

(b) By the Court. If the winding up is by court proceeding or subject to court supervision, the distribution shall not be made until after the expiration of any period that has been prescribed by order of the court for the presentation of claims.

(c) Payments. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, has been adequately provided for if the payment has been provided for by either of the following means:

(1) Payment thereof has been assumed or guaranteed in good faith by one or more financially responsible persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the person, was determined in good faith and with reasonable care by the members or managers of the Limited Liability Company to be adequate at the time of any distribution of the assets pursuant to this section.

(2) The amount of the debt or liability has been deposited as provided in Kentucky law.

§ 11.3 Dissenting Interest

(a) In General. If the Limited Liability Company denies that a membership interest is a dissenting interest, or the Limited Liability Company and a dissenting member fail to agree upon the fair market value of a dissenting interest, then the member or any interested Limited Liability Company, within six months after the date on which notice of the approval of the reorganization by the requisite vote or consent of the members was mailed to the member, but not thereafter, may file a complaint in the superior court of the proper county to determine whether the interest is a dissenting interest, or the fair market value of the dissenting interest, or both, or to intervene in any action pending on such a complaint.

(b) Joined. Two or more dissenting members may join as plaintiffs or be joined as defendants in any action, and two or more actions may be consolidated.

(c) Issue. On the trial of the action, the court shall determine the issues. If the status of the membership interest as a dissenting interest is an issue, the court shall first determine that issue. If the fair market value of the dissenting interest is an issue, the court shall determine, or shall appoint one or more impartial appraisers to determine the fair market value of the dissenting interest.

ARTICLE XII

MISCELLANEOUS

§ 12.1 Information

(a) To Member. The Limited Liability Company shall send or cause to be sent to each member or holder of an economic interest, within 90 days after the end of each taxable year, such information as is necessary to complete federal and state income tax or information returns, and, in the case of the Limited Liability Company with 35 or fewer members, a copy of the Limited Liability Company's federal, state, and local income tax or information returns for the year.

§ 12.2 Delivery of Information

(a) By Court Order. In addition to any other remedies, a court of competent jurisdiction may enforce the duty of making and mailing or delivering the information and financial statements required by this section and, for good cause shown, may extend the time therefor.

(b) Failure to Comply. In any action under this section, if the court finds the failure of the Limited Liability Company to comply with the requirements of this section is without justification, the court may award an amount sufficient to reimburse the person bringing the action for the reasonable expenses incurred by that person, including attorneys' fees, in connection with the action or proceeding.

(c) Waiver. Any waiver of the rights provided in this section shall be unenforceable.

§ 12.3 Requests

(a) By Member. Any request, inspection, or copying by a member or holder of an economic interest may be made by that person or by that person's agent or attorney.

Signatures of Organizer:

Richard A. Westin: _____

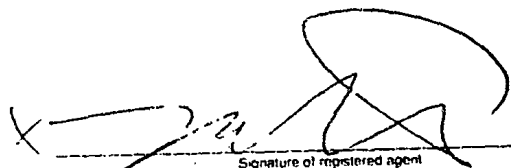
COMMONWEALTH OF KENTUCKY
JOHN Y. BROWN III
SECRETARY OF STATE



STATEMENT OF CONSENT OF REGISTERED AGENT

Pursuant to the provisions of KRS Chapter 271B, 273, 275 or 362, the undersigned hereby consents to act as registered agent on behalf of the business entity named below and for that purpose submits the following statements:

1. The business entity is ☐ a corporation (KRS 271B or KRS 273)
☐ a limited liability company (KRS 275)
☒ a limited partnership (KRS 362)
2. The name of the business entity is
TRADITIONAL HOLDINGS, LLC
3. The state or country of incorporation, organization or formation is KENTUCKY
4. The name of the initial registered agent is
RICHARD A. WESTIN
5. The street address of the registered office address in Kentucky is
3141 WARRENWOOD WYND, LEXINGTON, KY 40502

X 
Signature of registered agent
Richard A. Westin
Type or Print Name & Title, if applicable
X Date: 12/6/, 2011

*PROFESSOR RICHARD A. WESTIN
3141 WARRENWOOD WYND
LEXINGTON, KY 40502
TEL. 589-335-1938
FAX 589-268-8017*

By courier

December 13, 2000

Ms. Paula Crane
c/o John Y. Brown, Secretary of State
Capitol Building, Room 154
700 Capital Avenue
Frankfort, KY 40601

Re: Traditional Holdings, LLC

Dear Ms. Crane:

That your for your reply (enclosed)

This is not a mistaken filing. It is a sophisticated set of Articles of Organization. The Operating Agreement is much longer. No part of it has been submitted.

You will find the mandatory minimum information at the following locations:

Name: See Caption and section 1.1.

Address of initial registered office: see 1.4

Name of initial registered agent: same

Mailing address of initial principal office: same.

Statement that there are at least two members: section 2.1(a)

Management: section 6.4(a) provides for management by managers.

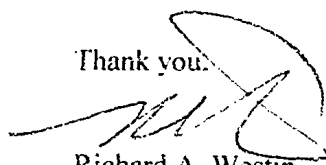
Dissolution: section 1.2 provides for latest date.

Please file this document ASAP. as the principals are taking action on the expectation of filing.

I would be very grateful if you would call me at the above address before "bouncing it back"

to me.

Thank you.



Richard A. Westin

Richard A. Westin, Esq.
3141 Warrenwood Wynd
Lexington, KY 40502
859-335-1938
(Fax) 268-8017

December 14, 2000

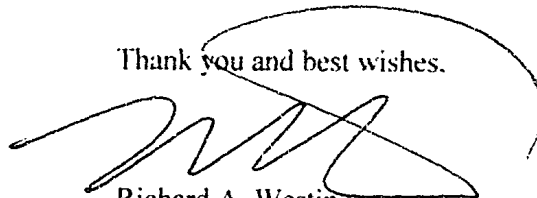
Ms. Paulina Crane
Secretary of State's Office
Room 154
700 Capitol Avenue
Frankfort, KY 40601

Re: Traditional Holdings, LLC

Dear Ms. Crane,

Further to my conversation with Ms. Allen today, please accept this substitute last page (20) for the above entity. Would you kindly replace the last page (20) in your possession with the enclosed pages and file the document(s).

Thank you and best wishes.



Richard A. Westin

enc: page 20: original and 3 conformed copies